

TRANSPORTATION COMMITTEE AGENDA
Room 700, Law and Justice Center
Tuesday, March 4, 2003
7:30 A.M.

1. Roll Call
2. Approval of Minutes from February 4, 2003 Meeting
3. Recommend Payment of Bills to County Board
4. **Items to be Presented for Action**
 - A. Deneen family property development -- William C. Wetzel
 - B. Letting results from February 26, 2003 letting for County & Township projects
 - C. Resolution for Improvement of Sec. 01-00047-08-RS -- Stanford /McLean Rd.
 - D. Federal Agency Agreement for Federal Participation for Sec. 01-00047-08-RS
 - E. Contract for Negotiator for R.O.W.
5. **Items to be Presented for Information**
 - A. Road Work Status
 - Towanda-Barnes
Sec. 98-00113-03-FP -- Work suspended for winter
 - Danvers Road
Sec. 02-00038-04-WR -- Work suspended for winter
 - B. Status of new garage from Property Committee
 - C. Public hearing for East Side Bypass at April meeting
 - D. Three I-55 Interchange requests for Federal Funding
6. **Adjournment**

Checks drawn on Acct. # 72-3801881-1

<u>CHECK NO.</u>	<u>PAID TO THE ORDER :</u>	<u>AMOUNT</u>
2582	McLean County Highway Fund	986.95
2583	Earl Bradd & Son	18,401.37
2584	Valley View Industries, Inc.	1,016.08

TOTAL ROAD DIST. MFT FUND..... 20,404.40

John E. Mitchell, County Engineer

CHAIRMAN OF THE TRANSPORTATION COMMITTEE

0501-0099-0099-0990-0001

Checks drawn on Acct. # 72-3801881-1

<u>CHECK NO.</u>	<u>PAID TO THE ORDER :</u>	<u>AMOUNT</u>
2579	Limestone Transit, Inc.	7,190.40
2580	Towanda Company	12,034.05
2581	Rowe Construction Co.	6,112.30

TOTAL ROAD DIST. MFT FUND..... 25,336.75

John E. Mitchell, County Engineer

CHAIRMAN OF THE TRANSPORTATION COMMITTEE

0501-0099-0099-0990-0001

LAW OFFICE
LIVINGSTON, BARGER, BRANDT & SCHROEDER

SUITE 400
115 W. JEFFERSON STREET
POST OFFICE BOX 3457
BLOOMINGTON, ILLINOIS 61702-3457
(309) 828-5281 FAX (309) 827-3432

WILLIAM R. BRANDT
JAMES T. FOLEY
WILLIAM C. WETZEL
THOMAS M. BARGER, III
CHRISTOPHER L. NYWEIDE
SUSAN H. BRANDT
RICHARD C. STITES
PETER W. BRANDT
THOMAS D. BORTON
RICHARD T. MARVEL
KIRK A. HOLMAN
MICHAEL A. WOZNIAK

HERBERT M. LIVINGSTON
(1898-1987)
RALPH E. SCHROEDER
(1927-1991)
THOMAS M. BARGER, JR.
(1912-1992)

February 18, 2003

McLean County Highway Department
ATTN: Jack Mitchell
102 S. Towanda Barnes Road
Bloomington, IL 61704

IN RE: Deneen Family

Dear Jack:

Several weeks ago I spoke with Duffy Bass on behalf of the Deneen Family and indicated to him that we would like to appear before the Transportation Committee to discuss the plans of the Deneen Family for development of the property it owns near the intersection of Route 9 and Towanda Barnes.

As you know, it is the intention of the Deneen Family to annex the property to the City of Bloomington and to develop it under the Land Subdivision Code of the City of Bloomington.

We previously discussed with you the possibility of the County purchasing additional acreage that would be contiguous to the existing facility it owns on Towanda Barnes and provide room for expansion, as needed. We have also discussed issues relating to access into and out of our property on Towanda Barnes Road.

We believe, and certainly hope, that there are mutual issues between the County and the Deneen Family that can be resolved to the mutual benefit of both parties.

February 18, 2003

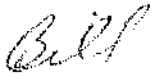
Page 2

I have discussed generally with Duffy Bass the subjects we would like to discuss and I am sending a copy of this letter to him. I understand from my conversation with Karen at your office that we will be included on the Agenda for the next meeting of the Transportation Committee. It is further my understanding that this meeting is scheduled for 7:30 a.m. on Tuesday, March 4, 2003 in the County Board Room on the 7th Floor of the McLean County Law & Justice Center.

Thank you for your attention to this matter.

Yours very truly,

LIVINGSTON, BARGER, BRANDT & SCHROEDER



William C. Wetzel

WCW/dsg

cc: John Deneen
David Deneen
Neil Finlen
Duffy Bass

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 4, 2003, for a letting held on February 26, 2003 for McLean County and various Road Districts Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on March 4, 2003

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2003 MFT SECTIONS:

Rowe Construction Company , Bloomington, IL was the successful bidder on the following section:
McLean County..... Section 03-00000-00-GM GR 7.....@ \$8,400.00

Vulcan Signs, Foley, AL, was the successful bidder on the following section:
McLean County..... Section 03-00000-00-GM GR 11.....@ \$32,893.82

2003 TBP SECTIONS:

Stark Materials, Bloomington, IL, was the successful bidder on the following section:
Downs R.D. Section 00-14124-00-BR@ \$169,299.50

Michael F. Sweeney, Chairman

STATE OF ILLINOIS }
 } SS
COUNTY OF MCLEAN }

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 18, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this _____ day of _____, A.D., 2003.

[SEAL]

County Clerk

**MCLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY-28-2003 LETTING**

MCLEAN COUNTY
SEC. 03-00000-00-GM GR-7

[illegible]

LOCATION OF STOCKPILE

MCLEAN COUNTY
SEC. 03-00000-00-GM GR-11

[illegible]

BELLFLOWER RD
SEC. 06-04-128-00-BR

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	CHAMPAIGN ASPHALT BID BOND	STARK BID BOND	FREESSEN
EARTH EXCAVATION	309	CU YD	\$20.00	\$6,180.00	\$0.00	\$0.00	\$0.00
FURNISHED EXCAVATION	86	CU YD	\$16.00	\$1,408.00	\$0.00	\$0.00	\$0.00
CONCRETE SUPER STRUCTURES	65.2	CU YD	\$580.00	\$46,416.00	\$0.00	\$0.00	\$0.00
RE BARS (EPOXY COATED)	15,240	POUND	\$0.30	\$4,572.00	\$0.00	\$0.00	\$0.00
FURN PRECAST CONC PILES 14"	503	FOOT	\$19.00	\$9,557.00	\$0.00	\$0.00	\$0.00
DRIVING PRECAST CONC PILES	503	FOOT	\$16.00	\$8,048.00	\$0.00	\$0.00	\$0.00
TEST-PILES PRECAST CONC	2	EACH	\$2,200.00	\$4,400.00	\$0.00	\$0.00	\$0.00
NAME PLATES	1	EACH	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
REMOVAL OF EXISTING STRUCTURE	1	EACH	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00
STEEL RAILING TYPE S-1	113	FOOT	\$65.00	\$7,345.00	\$0.00	\$0.00	\$0.00
STONE DUMPED RIPRAP SPECIAL	281	SQ YD	\$27.00	\$7,587.00	\$0.00	\$0.00	\$0.00
AGG BASE CRSE TY & SPECIAL RRT	750	TON	\$16.00	\$12,000.00	\$0.00	\$0.00	\$0.00
AGG SURF CRSE TYPE B	750	TON	\$16.00	\$12,000.00	\$0.00	\$0.00	\$0.00
PIPE CULVERT TY 1 15" PRECOATED	80	FOOT	\$24.00	\$1,920.00	\$0.00	\$0.00	\$0.00
PIPE CULVERT TY 1 15" PRECOATED	1,710	SQ YD	\$1.80	\$3,078.00	\$0.00	\$0.00	\$0.00
GEOTECH FABRIC FOR GROUND STABILIZATION	0.9	ACRE	\$3,100.00	\$2,790.00	\$0.00	\$0.00	\$0.00
SEEDING CLASS 2 (SPECIAL)				\$148,153.00	\$0.00	\$0.00	\$0.00
					-100.00%	10.39%	-100.00%

DOWNNS RD
SEC. 00-14124-00-BR

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	CHAMPAIGN ASPHALT BID BOND	STARK BID BOND	FREESSEN
POROUS GRANULAR EMBANKMENT	200	CU YD	\$30.00	\$6,000.00	\$0.00	\$0.00	\$0.00
EXPLORATION TRENCH 64" DEPTH	50	FOOT	\$12.00	\$600.00	\$0.00	\$0.00	\$0.00
GEOTECH FABRIC FOR GROUND STABILIZATION	2,000	SQ YD	\$1.50	\$3,150.00	\$0.00	\$0.00	\$0.00
AGG BASE CRSE TY B	750	TON	\$12.00	\$9,000.00	\$0.00	\$0.00	\$0.00
AGG BASE CRSE TY B	2,136	TON	\$12.00	\$25,632.00	\$0.00	\$0.00	\$0.00
REMOVE EXISTING STRUCTURES	1	L SUM	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00
CONCRETE BOX CULVERTS	106.3	CU YD	\$550.00	\$58,395.00	\$0.00	\$0.00	\$0.00
RE BARS	23,100	POUND	\$0.90	\$20,790.00	\$0.00	\$0.00	\$0.00
NAME PLATES	1	EACH	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
CATCH BASINS TY C TY & GRATE	1	EACH	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00
RESTRICTED DEPTH HATCHES 6" DIA TY 1 FRAME OPENED	132	FOOT	\$20.00	\$2,640.00	\$0.00	\$0.00	\$0.00
PIPE CULVERTS TY 1 PRECAST GALV CORR STEEL PIPE 15"	168	FOOT	\$25.00	\$4,200.00	\$0.00	\$0.00	\$0.00
PIPE CULVERTS TY 2 PRECAST GALV CORR STEEL PIPE 15"	1,132	CU YD	\$7.00	\$7,924.00	\$0.00	\$0.00	\$0.00
EARTH EXCAVATION	458	CU YD	\$9.00	\$4,122.00	\$0.00	\$0.00	\$0.00
FURNISHED EXCAVATION	1.2	ACRE	\$2,000.00	\$2,400.00	\$0.00	\$0.00	\$0.00
SEEDING CLASS 2 (SPECIAL)	22	SQ YD	\$35.00	\$770.00	\$0.00	\$0.00	\$0.00
RIPPAP SPECIAL	4	EACH	\$100.00	\$400.00	\$0.00	\$0.00	\$0.00
TEMPORARY DITCH CHECKS	1,900	FOOT	\$2.00	\$3,800.00	\$0.00	\$0.00	\$0.00
PERIMETER EROSION BARRIER	100	POUND	\$18.00	\$1,800.00	\$0.00	\$0.00	\$0.00
TEMPORARY EROSION CONTROL				\$159,475.00	\$0.00	\$0.00	\$0.00
					-100.00%	11.63%	-100.00%

DOWNNS RD
SEC. 2002 NON-AFT JOINT CULVERT

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	CHAMPAIGN ASPHALT BID BOND	STARK BID BOND	FREESSEN
CONCRETE STRUCTURES	11.1	CU YD	\$900.00	\$9,990.00	\$0.00	\$0.00	\$0.00
RE BARS	1,274	POUND	\$1.00	\$1,274.00	\$0.00	\$0.00	\$0.00
PIPE DRAINS 10"	20	FOOT	\$20.00	\$400.00	\$0.00	\$0.00	\$0.00
PIPE DRAINS 15"	20	FOOT	\$25.00	\$500.00	\$0.00	\$0.00	\$0.00
				\$12,164.00	\$0.00	\$0.00	\$0.00
					74.17%	26.31%	22.11%

NOT
APPROVED

NOT
APPROVED



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Stanford-McLean Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the N. W. Corner of Section 3, T22N, R1W, of the 3rd P.M. (800N, 300E)
and extending along said route(s) in a(n) Southerly direction to a point near the S.W. Corner of Section 22, T22N, R1W, of the 3rd P.M. (400N, 300E)

, a distance of approximately 4.0791 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items
(Describe in general terms)

and shall be designated as Section 01-00047-08-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Forty Thousand dollars, (\$240,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement, And provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular


meeting held at Bloomington, IL

on March 18, 2003
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this _____ day of _____ A.D. _____

(SEAL) _____ County Clerk

Local Agency	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section			
McLean County		01-00047-08-RS			
		Fund Type STR			
		State Contract X	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Stanford/ McLean Road (C.H. 59) Route FAS 479 Length 4.0791 Miles
Termini C.H. 34 on the North end and 400N on the South end

Current Jurisdiction McLean County

Project Description

Existing Str. No. _____

Resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items.

Type of Work	Division of Cost							
	FHWA	%	State	%	LA	%	Total	
Participating Construction	664,000	(80)		()	166,000	(20)	830,000	
Non-Participating Construction		()		()		()		
Preliminary Engineering		()		()		()		
Construction Engineering		()		()		()		
Right of Way		()		()		()		
Railroads		()		()		()		
Utilities		()		()		()		
TOTAL	\$ 664,000		\$		\$ 166,000		\$ 830,000	

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share \$166,000 divided by estimated total cost multiplied by actual progress payment.
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-100-03	SR-479(106)				

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 01-00047-08-RS
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency McLean County	Section 01-00047-08-RS
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IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map and Number 2 MFT Resolution

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Michael F. Sweeney

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency McLean County
Section 01-00047-08-RS

CONTRACT SUMMARY

CONTRACTOR NAME Land Acquisition Consulting, Inc.		
LEGAL ADDRESS 515 Dunbarton Drive		
CITY, STATE, ZIP Sherman, IL 62684		
REMITTANCE ADDRESS 515 Dunbarton Drive		
CITY, STATE, ZIP Sherman, IL 62684		
TELEPHONE NUMBER 217-496-2628	FAX NUMBER 217-496-2628	IDHR NUMBER (IF REQUIRED)
TIN NUMBER (FEIN OR SSN) 37-1296291		FORM OF BUSINESS (USE CODES FOUND ON INSTRUCTIONS)

Brief Description of Service (full description specified in Article 7) Negotiate Right of Way Purchase for Stringtown Road Sections 99-00057-09-DR and 99-00057-08-WR			
Compensation Method (full details specified in Article 8) Per Parcel \$650.00 Per Parcel	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This contract contains professional and Artistic Services. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Term From: March 18, 2003 To: March 18, 2004
Total Compensation Amount \$ 31,200	Travel Amount \$ 0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Certification	Article	Req.	Certification	Article	Req.
Bribery	6-60	<input checked="" type="checkbox"/>	International Anti-boycott.....	6-120	<input checked="" type="checkbox"/>
Bid Rigging or Rotating	6-110	<input checked="" type="checkbox"/>	Multiyear Contracts Approp. Contingency.....	3-30	<input checked="" type="checkbox"/>
Conflict of Interest	6-20	<input checked="" type="checkbox"/>	Negotiations.....	6-30	<input checked="" type="checkbox"/>
Discrimination.....	2-20	<input checked="" type="checkbox"/>	Non-Solicitation	3-40	<input checked="" type="checkbox"/>
Drug Free Workplace	6-130	<input checked="" type="checkbox"/>	Records Preservation	3-70	<input checked="" type="checkbox"/>
Dues/Fees to Clubs which Discriminate..	2-30	<input checked="" type="checkbox"/>	Revolving Door	6-50	<input checked="" type="checkbox"/>
Education Loan Default	6-100	<input checked="" type="checkbox"/>	Subcontracting	3-90	<input checked="" type="checkbox"/>
Felony Conviction.....	6-10	<input checked="" type="checkbox"/>	Tax Exempt	2-70	<input checked="" type="checkbox"/>
Human Rights Number.....	2-50	<input checked="" type="checkbox"/>	Architect, Engineering, LS Qual. Based Selection..	5-200	Y
Inducements.....	6-40	<input checked="" type="checkbox"/>	Response Contractors Indemnification Fund	5-160	Y
Insider Information.....	6-80	<input checked="" type="checkbox"/>	Steel Procurement.....	5-190	Y

SIGNATURES

By signing below, CONTRACTOR and DEPARTMENT agree to comply with and abide by all provisions of Articles 1-8 and all Appendices thereto. CONTRACTOR certifies, under penalty of perjury, that the name, taxpayer identification number, and legal status set forth above, are true and correct. CONTRACTOR, by signing below, certifies to all Assurances, Certification, and Disclosures as set forth in Articles 1-7, and Articles A, B, and C, which are attached hereto and made a part hereof.

For The Contractor:

Signature of Authorized Representative	Michael Volk	Type or Print Name of Authorized Representative	Date
--	--------------	---	------

For The Department:

Michael F. Sweeney Chairman, McLean County Board	Date
--	------

ATTEST:.....

McLean County Clerk	Date
---------------------	------

McLean County Highway Department

CONTRACT FOR APPRAISAL SERVICES

This contract is by and between

Land Acquisition Consulting, Inc.

Please type or print legibly CONTRACTOR'S legal name and address

515 Dunbarton Drive

Sherman, IL 62684

217-496-2628

hereinafter called the CONTRACTOR, and McLean County, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Article 1	Scope/Compensation/Term
Article 2	General Provisions
Article 3	Obligations/Prohibitions
Article 4	Federally Funded Contracts
Article 5	Specific Provisions
Article 6	Ethical Standards
Article 7	Scope of Services/Responsibilities
Article 8	Compensation for Services

Article 1
Scope/Compensation/Term

1-10. Scope of Services and Responsibilities. The DEPARTMENT requires service(s), which the CONTRACTOR shall perform as specified in Article 7. The DEPARTMENT'S responsibilities, if any, are as specified in Article 7

1-20. Compensation. The CONTRACTOR shall be compensated as specified in Article 8.

1-30. Term of Contract. The term of this contract shall be from

Mar. 18, 2003 to Mar. 18, 2004

1-40. Amendments. All changes to his contract must be mutually agreed upon by CONTRACTOR and DEPARTMENT and be incorporated by written amendment, signed by the parties to this contract.

1-50. Renewal. This contract may not be renewed.

Note: All references in this contract to the Department shall mean the McLean County Highway Department.
All references in this contract to the District Engineer shall mean the McLean County Engineer

Article 2 General Provisions

2-10. Changes. If any certification made by CONTRACTOR or term or condition in this contract changes, CONTRACTOR must notify the DEPARTMENT in writing within seven days.

2-20. Discrimination. CONTRACTOR agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5)

2-30. Dues/Fees to Clubs which Discriminate. CONTRACTOR certifies that CONTRACTOR is not prohibited from selling goods or services to the State of Illinois because CONTRACTOR pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates in violation of the Discriminatory Club Act. (775 ILCS 25)

2-40. Foreign Corporation. Foreign (Non-Illinois) corporations shall produce from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

2-50 Human Rights Number. (Contracts subject to competitive bidding only) CONTRACTOR certifies that at the time CONTRACTOR submitted a bid on this contract, if this contract is subject to competitive bidding as provided for in 44 Illinois Administrative Code 750.210, CONTRACTOR has an Illinois Department of Human Rights prequalification number or had a properly completed application for same on file with the Illinois Department of Human Rights.

2-60 Sexual Harassment Policy. CONTRACTOR certifies that CONTRACTOR has written sexual harassment policy as required by 775 ILCS 5/2-105 (A) (4).

Article 3 Obligations / Prohibitions

3-10 Compliance / Governing Law. The terms of this contract shall be construed in accordance with the laws of the State of Illinois. CONTRACTOR'S obligations and services performed under this contract shall be performed in compliance with all applicable state and federal laws.

3-20. Indemnification. See Page 13

3-40. Non-Solicitation. CONTRACTOR certifies that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this certification, the DEPARTMENT shall have the right to terminate this contract, or at its discretion, to deduct from CONTRACTOR'S compensation the amount of the commission, percentage, brokerage fee, gift, contingent fee or other compensation.

3-50. Publicity. CONTRACTOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without proof written approval except as required by law.

3-60 Records Inspection. The department or a designated representative shall have access to CONTRACTOR'S work and applicable records whenever it is in preparation or progress, and the CONTRACTOR shall provide for such access and inspection.

3-70 Records Preservation. The CONTRACTOR, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of **three years** after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor and / or the DEPARTMENT and the federal funding entity (when applicable), and the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor and / or the DEPARTMENT and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3-80. Status of Contractor. See Page 14

3-90. Subcontracting / Employment of Department Personnel / Solicitation of Department Employees. Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this contract is prohibited without prior written consent of the DEPARTMENT. In the event the DEPARTMENT gives such written consent, all terms and conditions of this contract shall apply and bind the party to whom work is subcontracted.

CONTRACTOR will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this contract.

ARTICLE 4 FEDERALLY FUNDED CONTRACTS

This Article shall be applicable only to federally funded contracts.

Highways

4-10. Certification Regarding Lobbying. CONTRACTOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CONTRACTOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its Instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees that CONTRACTOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors will certify and disclose accordingly.

4-20. Civil Rights. CONTRACTOR shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

4-30. Control of Property. CONTRACTOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4-40. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

4-50. Debarment. CONTRACTOR certifies that to the best of its knowledge and belief, CONTRACTOR and CONTRACTOR'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); d) have not within a three-year period preceding this contract had one or more public transaction (federal, state, or local) terminated for cause or default

The inability of a prospective contractor to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective contractor shall

submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause. The CONTRACTOR shall provide immediate written notice to the DEPARTMENT if at any time the CONTRACTOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principle", "proposal", and "voluntarily excluded", as used in this Article shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the DEPARTMENT. The CONTRACTOR agrees that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the DEPARTMENT, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless CONTRACTOR knows the certification is erroneous. CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principles. Each CONTRACTOR may, but is not required to, check the Nonprocurement List. If a CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by section 4-50. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARTICLE 5 SPECIFIC PROVISIONS

5-10. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Article 8. All non-labor costs, if allowable, shall be listed and itemized as provided in Article 8.

Any invoices / bills issued by the CONTRACTOR to the DEPARTMENT pursuant to this contract shall be sent to the following address:

McLean County Highway Dept.
102 S. Towanda Barnes Rd.
Bloomington, IL 61701
(309) 663-9445 (309) 662-8038 -Fax

All invoices shall be signed by the CONTRACTOR and shall set forth the CONTRACTOR'S Taxpayer Identification Number.

5-20. Billing and Payment No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the CONTRACTOR remittance address listed on the Contract Summary page.

5-30. Termination. If the DEPARTMENT is dissatisfied with the CONTRACTOR'S performance or believes that there has been a substantial decrease in the CONTRACTOR'S

performance, the DEPARTMENT may give written notice that remedial action shall be taken by the CONTRACTOR within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the Contractor may terminate the contract by giving thirty (30) days written notice. In either instance, the CONTRACTOR shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in this contract.

5-40. Location of Service. Service to be performed by the CONTRACTOR shall be performed as described in Article 7.

5-50. Overtime.
[Not applicable to this contract]

5-60. Prevailing Wages.
[Not applicable to this contract]

5-70. Insurance: See Page 14

5-80. Performance Bond
[Not applicable to this contract]

5-90. Ownership of Documents / Title to Work. All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR'S obligations and services hereunder, without limitation and whether preliminary or final shall become and remain the property of Department. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to CONTRACTOR. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the CONTRACTOR.

5-100. Software.

[Not applicable to this contract]

5-100. Confidentially Clause. Any documents, data, records, or other information given to or prepared by CONTRACTOR pursuant to this contract shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by CONTRACTOR from the DEPARTMENT in connection with the performance of services pursuant to this contract shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

5-120. Reporting / Consultation. CONTRACTOR shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this contract.

?????

5-130. Attorneys / Court Reporters.
[Not applicable to this contract]

5-140. Inability to Perform.
[Not applicable to this contract]

5-150. Travel Expenses. No expenses for travel, lodging or per diem shall be paid by the DEPARTMENT pursuant to this contract.

**5-160. Response Contractors
Indemnification Fund (Hazardous Materials
Contracts Only)**
[Not applicable to this contract]

5-170. Liquidated Damages.
[Not applicable to this contract]

5-180. Free or Reduced Rate Cartage.
[Not applicable to this contract]

5-190. Steel Procurement.
[Not applicable to this contract]

**5-200. Architect, Engineer, Land Surveyor
Qualification Based Selection.**
[Not applicable to this contract]

Highways

**ARTICLE 6
ETHICAL STANDARDS**

The assurances hereinafter made by the CONTRACTOR are each a material representation of fact upon which reliance is placed by the DEPARTMENT in entering into this contract. The DEPARTMENT may terminate the contract if it is later determined that the CONTRACTOR rendered a false or erroneous assurance, and the surety, if any, providing the performance bond shall be responsible for the completion of the contract.

6-20. Conflicts of Interest. Section 50-13 of the Illinois Procurement Code provides that: (a) it is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquired any contract, or any direct pecuniary interest in any contract herein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority; (b) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive: (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein; (c) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15% in the aggregate, of total distributable income or (ii) an amount in excess of two times the salary of the

Governor, to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor can be found in the Disclosure Forms.

CONTRACTOR certifies that the award and / or execution of this contract would not cause any violation of Section 50-13 of the Code, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-13 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the DEPARTMENT upon request.

6-30. Negotiations. Section 50-15 of the Illinois Procurement Code provides, in pertinent part that; (a) it is unlawful for any person employed in or on a continual contractual relationship with any of the officers or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment. CONTRACTOR certifies that the award and / or execution of this contract would not cause any violation of Section 50-15, and that CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-15.

6-40. Inducements. Section 50-25 of the Illinois Procurement Code provides that any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding on a state contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony. CONTRACTOR certifies that the award and / or execution of this contract would not cause any violation of Section 50-25 of the Code, and that the CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-25.

6-50. Revolving Door Prohibition. Section 50-30 of the Illinois Procurement code provides that Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. CONTRACTOR certifies that the award and / or execution of this contract would not cause any violation of Section 50-30 of the Code, and that CONTRACTOR has no knowledge of any facts relevant to the kinds of acts prohibited therein.

6-60. Reporting Anti-competitive Practices. Section 50-40 of the Illinois Procurement Code provides that when, for any reason, any vendor bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects

collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer. CONTRACTOR certified that CONTRACTOR has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve this contract and any bid submitted thereon.

6-70. Confidentiality. Section 50-45 of the Illinois Procurement Code provides that any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel Code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve this contract and any bid submitted thereon.

6-80. Insider Information. Section 50-50 of the Illinois Procurement Code provides that it is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-50 which may involve this contract and any bid submitted thereon.

6-90. Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of

the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commander, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph 92) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the CONTRACTOR, that the CONTRACTOR is not barred from being awarded a contract or subcontract under this Section. A contractor, who makes a false statement, material to the certification, commits a Class 3 felony. The CONTRACTOR certifies that CONTRACTOR is not barred from being awarded a contract under Section 50-5.

6-100. Education Loan. The Education Loan Default Act provides that no State agency shall contract with a individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section. The CONTRACTOR, if an individual as opposed to a corporation, partnership, or

other form or business organization, certifies that CONTRACTOR is not in default on an educational loan as provided in Section 3 of the Act.

6-110. Bid Rigging / Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony, sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the government entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which

contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation, if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the government entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The CONTRACTOR certifies that the CONTRACTOR is not barred from contracting with the DEPARTMENT by reason of a violation of either section 33E-3 or Section 33E-4.

6-120. International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of the State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the Act. The CONTRACTOR makes the certification set forth in Section 5 of the Act.

6-130. Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the CONTRACTOR is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The CONTRACTOR certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including, cannabis, is prohibited in the CONTRACTOR'S workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the DEPARTMENT within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

6-140. Early Retirement. Pursuant to 30 ILCS 105/15a, the CONTRACTOR certifies that he / she has informed the Secretary of Transportation in writing if he / she was formerly employed by the DEPARTMENT and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The CONTRACTOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

ARTICLE 7

SCOPE OF SERVICE / RESPONSIBILITIES

The services of this contract include certain negotiation activities for the acquisition of right of way for the County highway system. The services called for in this contract will be conducted by the following named individual whose qualifications have been certified to the DEPARTMENT:

Michael Volk

All negotiation services provided under this contract shall be conducted in accordance with Chapters 3 and 4 of the department's Land Acquisition Policies and Procedures manual.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, CONTRACTOR shall notify DEPARTMENT'S relocation representative no less than 7 days prior to the intended date of initiation of negotiations for the parcel in order to coordinate the offering of relocation assistance and payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel

CONTRACTOR shall make every reasonable effort to negotiate settlements for the acquisition of each parcel based on the approved appraisal amount or an amount approved by the district engineer for DEPARTMENT. Upon closing each acquisition, the CONTRACTOR shall obtain and furnish DEPARTMENT with curative documents necessary to satisfy any and all title objections for unrecorded interest in said parcel, sufficient for approval of title by DEPARTMENT as required for DEPARTMENT'S request of warrants in payment for each acquired parcel.

Pursuant to section 3.05.9 of the Negotiation Chapter of the Land Acquisition Policies and Procedures Manual, no offer in excess of the approved appraisal amount shall be made by CONTRACTOR without prior written approval of the DEPARTMENT'S district engineer.

In the event CONTRACTOR, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, CONTRACTOR shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of the Negotiator's report completed to date with the names and addresses of all interested parties. CONTRACTOR'S written report shall also include his/her recommendation for further action towards acquiring the parcel. The district engineer for DEPARTMENT may elect to prepare and forward a Final Offer Letter (with copy to CONTRACTOR) to the owner of the parcel and thereafter request assignment of an Assistant State's Attorney to proceed with preparation of a condemnation complaint. In any case, the district engineer reserves the right to require CONTRACTOR to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

Any dispute concerning a question of fact arising under this contract shall be decided by the district engineer accepting this contract and such decision shall be final and conclusive.

In the event this contract is accepted, it shall be effective as of the date it is approved by the County Board and shall be binding on CONTRACTOR, OR ON THE CONTRACTOR'S executors, administrators, successors or assigns, as may be applicable.

The CONTRACTOR in agreeing with the provisions of this contract and in making the certifications required is doing so on behalf of the contracting entity and its officers and each individual authorized to do work for the Department under this contract.

DEPARTMENT will furnish to CONTRACTOR parcel plats, legal descriptions, title reports or evidence of ostensible ownership forms of deeds, easements, negotiator reports and all such other curative documents preliminary determined necessary to acquire such right, title and interest as specified by DEPARTMENT for each parcel, without liability for the accuracy of the contents therein.

In addition to furnishing the items set forth above the DEPARTMENT shall also provide CONTRACTOR a copy of an approved appraisal of each parcel together with an Appraisal Reviewer's Certification and Improvement Disposition Values form (to be returned to DEPARTMENT), Basis for Computing Total Approved Compensation and Offer to Purchase, and Introductory Letter. In the case of an acquisition covering the displacement of any individual, family, business, farm operation, or the personal property thereof, the appropriate Relocation Introductory Letter and Brochure shall also be provided by the DEPARTMENT.

Article 8

COMPENSATION FOR SERVICES

Invoices for negotiation services will be submitted for payment monthly, within five (5) days following the end of each month, in duplicate to the district engineer for DEPARTMENT accepting this contract and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for

services in connection with pre-trial conferences and court testimony will show the rates indicated in this Article and, in addition, will include a statement of the nature of services performed and amount of time thereon. (A progress report showing status of all active assigned parcels shall accompany each monthly invoice). (NOTE: The progress report is an option to be utilized by the districts, if needed).

Route Ch 32 Stringtown Road

Section 99-00057-09-DR

99-00057-08-WR

County McLean

The Negotiation Services contracted for herein shall be for 48 parcels at the rate of \$ 650 per parcel. Total amount of the contract not to exceed _____.

"Each Parcel" shall consist of one or more basic parcels of land required as right of way

- **Note:** The fees quoted for pre-trial conferences and court appearances will be paid as an incidental expense separate from the total dollars indicated in this contract. These fees will be coded as court costs charged to the appropriate project.

Article 9

9.1 CONTRACTOR shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by the County of McLean.

CONTRACTOR shall further hold harmless the County of McLean (including its officials, agents, and employees) from liability or claims for any injuries to or death of CONTRACTOR'S or and Sub-contractor's employees, resulting from any clause whatsoever, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees including protection against any claim of the CONTRACTOR or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said

for highway purposes to be acquired in fee simple title, dedications and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

It is understood that appearances in court and pre-trial conferences may be required in relation to the negotiation services called for herein, and it is agreed that such appearance or appearances shall be made upon request of DEPARTMENT or its trial counsel.

Such services will be provided as follows:

- (a) Rate for each half day or fraction thereof for time spent in pre-trial conferences \$ 200.00
- (b) Rate for each half day or fraction thereof for time spent in court \$ 200.00

CONTRACTOR or Sub-contractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

9.2 CONTRACTOR is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County of McLean in-so-far as the manner and means of performing the services and obligations of this contract. However, the County of McLean reserves the right to inspect CONTRACTOR'S work and service during the performance of this contract to ensure that this contract is performed according to its terms. CONTRACTOR is obligated to furnish, at its own expense, all the necessary labor, tools, supplies, and materials.

9.3 CONTRACTOR shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County of McLean.

- (a) Comprehensive General Liability (Bodily Insurance and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures) CONTRACTOR 's obligations under this agreement); all with limits of no less than \$1,000,000 per occurrence or accident and \$500,000 sub-limits for contractual liability.
- (b) Automobile Liability Insurance covering all owned, leased, hired and non-hired automobiles with limits of no less than \$1,000,000 per accident.
- (c) Worker's Compensation Insurance in accordance with Illinois Law
- (d) Errors and Omissions Insurance Coverage with no less than \$1,000,000 per occurrence

CONTRACTOR will provide to the County of McLean upon request, a Certificate of Insurance, in a form acceptable to the County of McLean, evidencing the existence of such insurance. County shall be added as an additional insured on the above liability policies.

ARTICLE 10

- 10.1**
- 1. County will provide contractor with ROW Plats (and floppy disc with legal description) for all parcels.
 - 2. County will provide Title Commitments for all parcels.
 - 3. County will provide County performed appraisals for all parcels.

- 10.2**
- 1. The contractor will provide all forms, deeds, files, negotiator notes, and other required documentation per the IDOT Land Acquisition Manual.
 - 2. The contractor will negotiate for the Right of Way Parcels in compliance with the IDOT Land Acquisition Manual.
 - 3. The contractor shall be complete the work by July 31, 2003 except for any parcels under condemnation.

EXEMPT FROM BID – Respondent Instruction Sheet

For Submitting Non-Competitive Contract Documents
(Please type or print (in ink) all requested information)

Contractor must.

1. Complete "Contract Summary" contractor information page 1 as instructed below
 - a. Legal Name (NOTE: If you use a d/b/a, please include this information here)
 - b. Legal Street Address
 - c. City, State, and Zip Code
 - d. Remittance Address (This is the address where you with payment for service to be sent. If not completed, payment will be directed to legal address)
 - e. Telephone Number (Please include area code)
 - f. Fax Number (Not required but desirable. Please include area code)
 - g. Taxpayer Identification Number (Use FEIN or SSN as appropriate)
 - h. Form of Business (Select appropriate number and insert in space)
 - 01 Individual
 - 02 Sole Proprietorship (except as in Codes 11 and 18)
 - 03 Partnership, Limited Liability
 - 04 Corporation
 - 05 Tax Exempt Organization (except as in Code 16)
 - 06 Corporation Providing or Billing Medical and / or Health Care Services
 - 08 Government Entity / Library
 - 10 Estate or Legal Trust
 - 11 Pharmacy – Sole Proprietor / Partnership
 - 13 Nonresident Alien / Foreign Vendor Corporation
 - 15 Corporate Pharmacy / Funeral Home / Cemetery
 - 16 Tax Exempt Hospital / Extended Care Facility
 - 18 Hotel / Motel – Sole Proprietor / Partnership
 - i. Type or Print Name (Authorized Signature) and sign.
2. Complete "Contract Title Sheet" page 2 as instructed below.
 - a. Legal Name (NOTE: If you use a d/b/a, please include this information here)
 - b. Legal Street Address
 - c. City, State, and Zip Code
3. Complete "Article 8" (Compensation for Services) or appropriate Appendix as instructed.
4. Return "Non-Competitive Documents" as instructed in Cover Letter.